

**Matt Frieese**

**From:** Vance Ikezoye [v\_ikezoye@audiblemagic.com]  
**Sent:** Monday, September 25, 2006 11:16 AM  
**To:** 'Stern, Jeremy'  
**Subject:** FW: YouTube/AudibleMagic integration

**Figueira Decl. Tab**

**8**

**From:** Franck Chastagnol [mailto:fchastagnol@youtube.com]  
**Sent:** Monday, September 25, 2006 10:37 AM  
**To:** Jim Schrempp  
**Cc:** Ikezoye, Vance; Williams, Rob  
**Subject:** Re: YouTube/AudibleMagic integration

hi Jim,

yes, i understand and i'm confident reliability and availability on your side will be excellent.

let me touch base with our Ops, bus dev and legal teams and then get back to you.

in parallel, would be great if you could discuss with your Ops team possible options.

i'm sure we can find a compromise that will work for both of us

thanks,  
franck

On Sep 23, 2006, at 11:07 AM, Jim Schrempp wrote:

Hi Franck,

You will remember that the business side of YouTube wanted an extremely cheap - really, really, really cheap - deal from us. They were willing to cut out all kinds of features to get the price lower. We were asked to give you a rock bottom price. Rock bottom implies business hours support, not someone on standby 24/7. You'll remember that we even discussed going to geographically dispersed load balancing to give you higher reliability - we all kind of laughed that this would be more reliability than you'd want to pay for.

I think you will experience very, very good reliability from us that will meet your needs. But for what you're paying us our Ops team can't afford to have someone available to take a call from your Ops team at 2am.

I've passed the issue over to Vance for resolution.

All the best,  
Jim

Audible Magic Corporation

DATE: 12/10/08  
DEPONENT:

EXHIBIT#

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*Chastagnol*  
CASE: Viacom, et al., v. YouTube, et al., The Football Association Premier League, et al., v. YouTube, et al.,  
Case Nos. 07-CV-2203 and 07-CV-3582  
A. Ignacio Howard, CLR, RPR, CSR No. 9830

7/24/2008

HIGHLY CONFIDENTIAL; OUTSIDE COUNSEL EYES ONLY

AM 002946

408.399.6405 x105

8-0002

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**From:** Franck Chastagnol [mailto:fchastagnol@youtube.com]  
**Sent:** Friday, September 22, 2006 5:53 PM  
**To:** Jim Schrempp  
**Cc:** 'Vance Ikezoye ((Vance Ikezoye))'; 'David Estrada'  
**Subject:** Re: YouTube/AudibleMagic integration

On Sep 22, 2006, at 4:29 PM, Jim Schrempp wrote:

Hi Franck,

Yes, the forecast can come later.

it is on my todo list

99% uptime is 15 minutes down per day. Is that really too much? Also, we do run a load balanced server farm with redundancy for all in-line components so downtime would require a lot of things to all go wrong all at once. I expect you to see much better reliability than this. I just don't think the current deal justifies spec'ing that.

yes, but 99% over a years is 3.65 days :)  
we have strict SLA for Warner (under 12 hours). they are paranoid that a video would be up there on the site for a long time...  
so i think it is just a matter of adding a time window: 99% monthly availability (7.2 hours downtime a month) ?

We were not expecting to provide 24/7 support for this since it is an offline process for you. I've sent that to our VP Ops to discuss with Vance.

ok.  
again the reason is SLA imposed by Warner on us.

thanks Jim,  
have a great week-end,  
Franck

Have a good weekend,  
Jim

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AM 002947

408.399.6405 x105

8-0003

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**From:** Franck Chastagnol [mailto:fchastagnol@youtube.com]  
**Sent:** Friday, September 22, 2006 4:09 PM  
**To:** Jim Schrempp  
**Cc:** 'Vance Ikezoye ((Vance Ikezoye))'; 'David Estrada'  
**Subject:** Re: YouTube/AudibleMagic integration

Hi Jim,

Hi,

Yes, the forecast periods you suggest will work for us.

ok, i will crunch some numbers. i assume we do not need this to close contract and i can provide these later on ?

AM systems will be available > 99% of the time

is it more like 99.9% or 99.0% ?  
we should add this to contract

We talked about this early on, but I think we should add it to the addendum: AM will have support available during normal business hours, Pacific Time.

i assume you will have an escalation process for live issues ?  
we would need our ops folks to be able to contact yours 24/7 in case your system goes down.

And yes we should make this an addendum to the contract.

ok

thanks,  
franck

It's good working with you,  
Jim

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AM 002948

8-0004

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**From:** Franck Chastagnol  
[mailto:fchastagnol@youtube.com]  
**Sent:** Friday, September 22, 2006 10:48 AM  
**To:** Jim Schremp  
**Cc:** 'Vance Ikezoye ((Vance Ikezoye)); 'David Estrada'  
**Subject:** Re: YouTube/AudibleMagic integration

Hi Jim,

With the current deal, the number of servers becomes our issue, so we should remove that from the SLA.

makes sense

As to concurrent processes, when we go live you can do 16 concurrent, as your forecast of rates goes up we can increase that number for you. Can you send me the first forecast of transaction rates?

16 concurrent txns makes sense.  
i can work on forecast for daily volume of match API and add API calls. would a 3 months after launch and 6 months after launch forecasts suffice ?

In terms of SLA, here is what I suggest we put in the contract, let me know if you are ok with this

- overall availability of AM system: <need number from AM>
- match API SLAs (see requirements below, this is what we had discussed)

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- add API SLAs (see requirements below. we had not discussed it but I hope it is reasonable for you)

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I think it may make sense to add the requirements we discussed together (see below) as an exhibit to the contract ?

Thanks,  
Franck

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## **Requirements for integration with Audible Magic (AM) ¶**

### **Phase 1 (launch) ¶ Database setup ¶**

- AM should host and setup 2 reference fingerprint databases:
  - one populated with Warner content (referenced as 'WarnerDB' hereafter)
  - one populated by YouTube via the new fingerprint add API (this DB is referenced as 'YouTubeDB' hereafter)
- YouTubeDB requirements:
  - should be able to store 200,000 (two hundred thousands) fingerprints at launch
  - should have the capability to scale upon YouTube explicit request up to several Millions
- Fingerprinting match mode
  - WarnerDB should be setup in "File identification" mode
  - YouTubeDB should be setup in "File identification" mode

### **Fingerprint Match API ¶**

- A single match API call should have ability to query against WarnerDB and/or YouTubeDB
  - There will be a

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- parameter "target\_db" in the URL of the HTTP request that indicates the target database: WarnerDB, YouTubeDB, or both WarnerDB and YouTubeDB
- o The possible values for target\_db are:
    - "db1" = WarnerDB
    - "db2" = YouTubeDB
    - "all" = both WarnerDB and YouTubeDB
  - If target\_db parameter is not present in URL, default value "all" should be assumed: request should go against both WarnerDB and YouTubeDB
  - If target\_db is "all", fingerprint lookup algorithm should:
    - o lookup first on WarnerDB, then on YouTubeDB
    - o return as soon as a match is found. e.g. if a match is found on WarnerDB, there is not need to search on YouTubeDB
  - match API should return the following standard meta-data information in its XML response (content owner is Warner for Phase I):
    - o ISRC, if supplied by content owner
    - o GRiD, if supplied by content owner (Warner specific)
    - o Product ID, if supplied by content owner (Warner specific)
    - o Artist name
    - o Track title
    - o Album name
    - o Releasing Label
    - o Genre , if supplied by content owner
  - match API should return additional meta-data (this may require custom work on AM side):
    - o <supplier> field, indicating the source of content (Warner, Sony, Universal, etc...)
    - o <policy> : block content or share revenues. policy should be set by Warner and sent to AM to store as a business rule in WarnerDB. default policy will be "block".

**This is contingent upon Warner passing this meta-data**

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**to AM**

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- o <content\_type> field, indicating type of content: Music or Music Video. **This is contingent upon Warner passing this meta-data to AM**

- **AMItemID**

- o The AMItemID returned in case of a match against YouTubeDB should:
  - have its 3 last characters be as "YTB" (or any specific 3 chars defined by AM)
  - have the other characters (max 40 chars) representing the custom id passed as part of the add fingerprint API (see below)

- **SLAs**

- o match API performance:
  - the response time is measured at Ingress point of the AM network
  - average response time should not exceed 8 secs
  - 90th percentile response time within 12 secs
  - AM should be able to handle concurrent transactions. At launch, YouTube will have up to 16 concurrent transactions. As volume grows, it will be possible to increase this number.
- o match API volume
  - At launch, AM should be able to handle 200,000 (two hundred thousands) match API calls / day.
  - Based on forecast volume numbers provided by YouTube, AM should be able to scale

**Fingerprint Add API ¶**

- AM should expose a new API for YouTube to be able to incrementally add a new reference fingerprint to YouTubeDB
- Each day, new reference fingerprints

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received by 11:00am should be  
uploaded to YouTubeDB by 18:00am

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- interface definition:
  - HTTP POST
  - XML body
  - XML will include:
    - binary reference fingerprint, generated using AM MFCBR C library
    - custom\_id: max 32 alphanumeric chars, returned in case of a match by the match API
- SLAs (**Still to be discussed with AM**)
  - add API performance:
    - the response time is measured at Ingress point of the AM network
    - average response time should not exceed 8 secs
    - 90th percentile response time within 12 secs
    - AM should be able to handle concurrent transactions.
  - add API volume
    - At launch, AM should be able to handle 5,000 (five thousands) add API calls / day
    - Based on forecast volume numbers provided by YouTube, AM should be able to scale

## Reports ¶

- AM should provide a high level weekly report.
  - Report for previous week should be sent to YT by email every Monday.
  - Report should contain general information including (but not limited to):
    - total number of API match queries made by YouTube
    - general stats on performance and system load (average response time, 90th percentile response time, average and

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